

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Civil Action No. 5:16-cv-770-D

UNITED STATES OF AMERICA, FOR THE USE
OF G.L.H.C. SERVICES COMPANY,

Plaintiff,

vs.

ARCHER WESTERN CONTRACTORS, LLC;

Defendant and Third-Party Plaintiff,

and

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA,

Defendant,

vs.

AEGIS SECURITY INSURANCE COMPANY,

Third-Party Claim Defendant.

**CONSENT ORDER COMPELLING
ARBITRATION AND STAYING ACTION
PENDING ARBITRATION**

THIS MATTER came on to be heard and being heard by the consent of the parties before the undersigned Chief United States District Judge, United States District Court for the Eastern District of North Carolina (Western Division), on Archer Western Contractors, LLC's ("AWC") Motion to Stay Action and Compel Arbitration, and the Court finds as follows:

1. AWC was involved as contractor, and Travelers Casualty and Surety Company of America ("Travelers") as surety, for the construction, alteration, or repair of a public building or public work located at the United States Army installation known as Fort Bragg in Cumberland

County, North Carolina, being more specifically described as the SOF Battalion Operations Facility, 1522 Hurst Drive, Fort Bragg, North Carolina 28387, Project No. 69287 (the “Project”).

2. On September 30, 2013, Travelers, as surety, issued Payment Bond No. 105987267 (the “Payment Bond”) for the Project, on which AWC is listed as principal.

3. AWC and G.L.H.C. Services Company (“GLHC”) executed a written subcontract agreement dated August 22, 2014 (the “Subcontract”) pursuant to which GLHC was to furnish all labor, equipment, insurance, taxes and supervision as required to fully fabricate, deliver, and install all light and heavy gauge framing, gypsum board, insulation, acoustical ceiling, rough carpentry, and acoustical walls (the “Work”) for the construction, alteration, or repair of the Project.

4. On September 2, 2014, GLHC and Aegis Security Insurance Company (“Aegis”) entered into Subcontractor Performance Bond No. B10 023 463 (the “Performance Bond”) on which GLHC is listed as principal and Aegis as obligee for the performance of the Work on the Project.

5. During and after completion of the Work, certain disputes have arisen between GLHC and AWC relating to the performance of the Work, certain alleged additional and/or changed work performed by GLHC, Project delays, additional amounts due, and payment under the Subcontract and on the Project.

6. GLHC has asserted claims against AWC relating to, among other things, unpaid invoices submitted in connection with GLHC’s Work, certain alleged extra and/or changed work, and other alleged breaches of the Subcontract.

7. AWC has asserted claims against GLHC relating to alleged delayed performance of the Work and other alleged breaches of the Subcontract.

8. GLHC filed the immediate action against both AWC and its payment bond surety Travelers setting forth various claims and causes of action.

9. Within the Lawsuit, AWC asserted a counterclaim against GLHC as well as a claim against GLHC's performance bond surety, Aegis.

10. The Parties now consent to the resolution of their disputes by pre-arbitration mediation and then, if necessary, arbitration in accordance with the arbitration provision set forth in the Subcontract as modified and clarified by an arbitration agreement between the Parties, and to have the Lawsuit stayed pending said arbitration.

It is therefore ORDERED, ADJUDGED, AND DECREED as follows:

1. The Parties shall first endeavor to resolve the claims between them in this action by mediation;

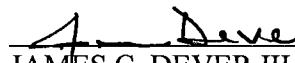
2. In the event the aforementioned mediation is unsuccessful and an impasse is declared, the Parties shall submit all claims between them in this action to arbitration;

3. This action is hereby stayed in its entirety pending the completion of the arbitration;

4. The Parties shall report to the Court within ten (10) days of the rendering of an arbitration decision in order to inform the Court as to the outcome of said arbitration; and

5. This Court retains jurisdiction over this matter pending the arbitration award to address confirmation of the award.

SO ORDERED. This 27 day of April 2017.



JAMES C. DEVER III
Chief United States District Court Judge

CONSENTED TO:

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